

**STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA
(A Member of the University of Louisiana System)**

**INVITATION TO BID
TO
FURNISH CONTRACT SECURITY SERVICE**

ISSUING AGENCY:	Southeastern Louisiana University Purchasing Department SLU 10800 Hammond, LA 70402
DIRECTOR OF PURCHASING:	Richard Himber Ph: (985) 549-2064 Fx: (985) 549-3810
PURCHASING SPECIALIST:	Monette Scott Ph: (985) 549-5324 Fx: (985) 549-3810
CONTRACT COORDINATOR:	Michael Beckner Director, University Police Ph: (985) 549-2318 Fx: (985) 549-3398
ITB RELEASE DATE:	June 29, 2021
BID OPENING DATE:	July 20, 2021
BID OPENING TIME:	4:00 p.m., central time
BID OPENING LOCATION:	Southeastern Louisiana University Purchasing Department Property Control & Supply Building North Oak Street Maintenance Complex Hammond, LA

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic form at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is available in PDF format or in printed form by submitting a written request to the Procurement Specialist listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Southeastern is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

SOUTHEASTERN LOUISIANA UNIVERSITY BID RESPONSE FORM

BIDDER'S NAME: _____

TELEPHONE NO.: () FAX NUMBER: ()

ADDRESS: _____

MAILING	CITY	STATE	ZIP
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Scope Of Service: Furnish Unarmed Security Contract Service at University Facilities and Events on an as-needed basis.

Service Location: Southeastern Louisiana University Campus.

Contract Period: Commence August 1, 2021, and terminate July 31, 2022.

I/we do hereby declare that I/we have carefully examined the bid requirements and specifications, and having personally inspected the site, that I/we have a clear understanding of the Invitation to Bid. I/we do hereby propose to provide the necessary labor, equipment, materials, and other means for performing security service. I/we do hereby agree to maintain and complete, in a thoroughly professional manner, the proposed contract work for the bid prices indicated on the bid response forms.

I/we do hereby acknowledge receipt of the following addenda (if any):

No.	Dated	No.	Dated
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BID PRICE SUMMARY:

I. Athletics

Part A \$_____ per labor hour x 30 (non-supervisory) people x 5 events X _____ hours = \$_____

Part B	\$	per labor hour x 3 (supervisory) people x 5 events X	hours = \$
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II. Commencement

Part A \$_____ per labor hour x 20 (non-supervisory) people x 8 events X _____ hours = \$_____

Part B	\$	per labor hour x 2 (supervisory) people x 8 events X	hours = \$
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III. Other Events

Part A \$_____per labor hour (non-supervisory) per event

Part B \$_____ per labor hour (supervisory) per event

The above bid price summary is for evaluation only. Specific dates, times, and number of personnel is subject to review and final approval prior to each scheduled event.

SIGNATURE CONSTITUTES ACCEPTANCE: Signature to the bid response form shall be construed as acceptance of the ITB in its entirety.

AUTHORIZED OFFICER: _____
(Signature) (Print or Type Name)

TITLE: _____ DATE: _____

NOTE: Evidence of authority to submit the bid shall be required in accordance with R.S. 39:1594(C)(2)(d). The person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying or as provided upon request a corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

**SOUTHEASTERN LOUISIANA UNIVERSITY
BID RESPONSE FORM CONTINUED**

A. Non-supervisory unarmed security will be responsible for providing security services at university facilities and events, including:

- Assisting University Police and other university staff with enforcing university policies
- Ushering at university facilities and special events
- Assisting University Police and other university staff with crowd and parking control
- Checking bags to ensure no contraband or prohibited items are brought into university facilities or special events
- Operating metal detectors to ensure no contraband or prohibited items are brought into university facilities or special events
- Answering questions and providing information
- Referring crimes to University Police, when appropriate
- Remaining at their assigned position until released by their supervisor

- Southeastern home football games, up to thirty (30) non-supervisory employees for approximately five (5) hours per event. Notification of exact number of security employees needed will be made during scheduled pre-event meetings.
 - Saturday September 4, 2021
 - Saturday September 25, 2021
 - Saturday October 16, 2021
 - Saturday October 30, 2021
 - Thursday, November 18, 2021

- Southeastern Commencement Ceremonies, up to twenty (20) non-supervisory employees for approximately four (4) hours per event. Notification of exact number needed will be made during scheduled pre-event meetings.
 - Fall Ceremonies, one or more events between December 4 and 18, 2021 (exact date(s) to be determined)
 - Spring Ceremonies, one or more events between May 7 and 28, 2022 (exact date(s) to be determined)

- Additional events and facilities requiring security personnel to be announced as needed including, but not limited to, high school and other commencement exercises utilizing Southeastern facilities, additional Southeastern sporting events, Southeastern organizational events, community events utilizing university facilities, natural disasters, and other situations requiring security personnel to supplement existing law enforcement personnel. Notification of dates, times, and exact number of security employees needed will be made as early as possible prior to the event. All dates are subject to change due to weather, pandemic, etc.

\$ _____ per labor hour for non-supervisory personnel

NAME OF BIDDER: _____ OFFICER INITIALS: _____

**SOUTHEASTERN LOUISIANA UNIVERSITY
BID RESPONSE FORM CONTINUED**

B. Supervisory unarmed security will be responsible for providing security services and supervision of non-supervisory unarmed security at university facilities and events, including:

- Assisting University Police and other university staff with enforcing university policies
- Assisting University Police and other university staff with crowd and parking control
- Answering questions and providing information
- Serving as the head to non-supervisory security employees
- Serving as the security liaison with the University Police Department
- Assigning security personnel to posts in conjunction with the University Police Liaison
- Attending scheduled security meetings as requested by the University Police Liaison at no additional cost
- Attending pre-event briefings for each home football game to receive specific instructions for the event
- Attending pre-event briefings for each commencement ceremony to receive specific instructions for the event
- Providing relief to non-supervisory security officers as needed and providing food/drink to security officers at the discretion of the supervisor; Southeastern will not provide any food/drink for security personnel
- Referring crimes to University Police, when appropriate
- Releasing all non-supervisory security personnel in conjunction with University Police Liaison
- Southeastern home football games, up to three (3) supervisory employees for approximately five (5) hours per event. Notification of exact number of security employees needed will be made during scheduled pre-event meetings.
 - Saturday September 4, 2021
 - Saturday September 25, 2021
 - Saturday October 16, 2021
 - Saturday October 30, 2021
 - Thursday, November 18, 2021
- Southeastern Commencement Ceremonies, up to two (2) supervisory employees for approximately four (4) hours per event. Notification of exact number needed will be made during scheduled pre-event meetings.
 - Fall Ceremonies, one or more events between December 4 and 18, 2021 (exact date(s) to be determined)
 - Spring Ceremonies, one or more events between May 7 and 28, 2022 (exact date(s) to be determined)
- Additional events requiring security personnel to be announced as needed including, but not limited to, high school and other commencement exercises utilizing Southeastern facilities, additional Southeastern sporting events, Southeastern organizational events, community events utilizing university facilities, natural disasters, and other situations requiring security personnel to supplement existing law enforcement personnel. Notification of dates, times, and exact number of security employees needed will be made as early as possible prior to the event. All dates are subject to change due to weather, pandemic, etc.

\$ _____ per labor hour for supervisory personnel

NAME OF BIDDER: _____ **OFFICER INITIALS:** _____

**SOUTHEASTERN LOUISIANA UNIVERSITY
BID RESPONSE FORM CONTINUED**

The following information to be included with bid response:

- I. EACH BIDDER SHALL FURNISH A LIST WITH THE BID RESPONSE of at least three (3) past or present clients for which the Bidder is currently or has previously provided security services in a University, Sports, or other Special Event setting with a minimum attendance size of 1000 people.

This list should include the name of THE BUSINESS, THE ADDRESS, THE TELEPHONE NUMBER, AND A CONTACT PERSON.

<u>BUSINESS NAME/ADDRESS/CITY/STATE</u>	<u>TELEPHONE</u>	<u>CONTACT</u>
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1.

2.

3.

- II. Proof of All Licensing Requirements to be included:
Louisiana Board of Private Security Examiners Certification to be included

**SOUTHEASTERN LOUISIANA UNIVERSITY
BID RESPONSE FORM CONTINUED**

BID GUARANTY – Required of Bidder in the amount of five percent (5%) of the Total Bid Price:

Attached is _____ a bid bond*, or _____ a certified check, or _____ a cashier's check
in the amount of \$ _____.

- * Bidder shall furnish a bid guaranty in the form of a bond from a surety or insurance company that is currently licensed to do business in the State of Louisiana. The bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. A bid deposit in the form of a certified check or cashier's check made payable to Southeastern Louisiana University may be submitted in lieu of a bond.

PERFORMANCE BOND – Required of successful Bidder in the amount of fifty percent (50%) of the Total Awarded Price:

Bidder is to list the name, address (street/city/state/zip) & telephone number of the Louisiana licensed surety or insurance company that shall be used to furnish the required bonding if selected the successful Bidder. See below*

Name of Surety: _____
(Not the Agent Company)

Surety's Address: _____

Surety Telephone No.: _____

Agent Company: _____ Telephone No: _____

- (*) The successful Bidder shall furnish a performance guaranty in the form of a bond from a surety or insurance company that is currently licensed to do business in the State of Louisiana. The surety or insurance company furnishing the performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide, or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. If a performance bond has been required, the requirement cannot be waived, unless otherwise allowed by Louisiana statutes.

**SOUTHEASTERN LOUISIANA UNIVERSITY
BID RESPONSE FORM CONTINUED**

This form is to be completed in its entirety and submitted with the bid response form(s). Failure to complete or return the form with the other bid response form(s) may cause rejection of the bid without further consideration.

INSURANCE INFORMATION TO BE PROVIDED BY BIDDER

Bidder is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Bidder.

**WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY – STATUTORY MINIMUM
COVERAGE**

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F Level

Check Best Financial Size Category Rating: ☐ VI or Greater / ☐ V or Less

If Not A.M. Best Rated – State Type of Insurer: _____

Agent Company: _____ Telephone No: _____

COMMERCIAL GENERAL LIABILITY – \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F Level

Check Best Financial Size Category Rating: ☐ VI or Greater / ☐ V or Less

Agent Company: _____ Telephone No: _____

AUTOMOBILE LIABILITY – \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: ☐ A Level / ☐ B, C, D, E, F Level

Check Best Financial Size Category Rating: ☐ VI or Greater / ☐ V or Less

Agent Company: _____ Telephone No: _____

INSTRUCTIONS TO BIDDERS

PURPOSE

This Invitation to Bid (ITB) sets forth the requirements and specifications of Southeastern Louisiana University / SLU / University. The contents of this ITB and the Bidder / Vendor / Contractor's bid response shall become contractual obligations if a contract ensues. The bid and any resulting contract shall be governed under the laws of the State of Louisiana.

GOVERNING BID REGULATIONS

All bids shall be subject to the Louisiana 'Purchasing Rules and Regulations', and Louisiana Revised Statutes 39:1551-1738. These documents may be reviewed in the SLU Purchasing Department or in the Linus A. Sims Memorial Library on the SLU campus during regular business hours.

BID RESPONSE FORM

All bids shall include the bid response forms provided in the ITB. The bid response form for signature must be signed by an authorized representative of the bidding entity. Bid prices to be typewritten or in ink (no pencil). Any alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid. The F.O.B. point shall be the University unless specified otherwise in the solicitation.

CORRECTION OF MISTAKES

Erasures, write-overs, corrections or other changes in the bid are to be initialed by the Bidder. Failure to do so may result in rejection of the bid without further consideration.

NUMBER OF COPIES

THE ENTIRE ITB SHALL NOT BE REQUIRED TO BE RETURNED WITH THE BID RESPONSE.

The Bidder must submit one (1) signed bid response form with any required information. The Bidder shall be responsible for duplicating and retaining any bid forms and responses for personal record.

REJECTION OF BIDS

The University reserves the right to reject any and all bids, and to waive any informalities. The right is reserved to award contracts separately, grouped, or an all-or-none basis. Incomplete, illegible, partial or informal bids may be rejected.

SEALED BID

The entire bid shall be sealed. Bids submitted in envelope should be sufficiently identified to avoid premature opening of the bid response. The name and address of the Bidder should appear on the outside of the bid envelope. In the event the bid contains bulky subject material, the envelope or other form identifying the solicitation should be firmly affixed to the mailing envelope or container.

BIDS BINDING

All formal bids shall be binding for a minimum of (60) calendar days and shall not be withdrawn after the specified return date.

BID CONFIDENTIALITY

All bid responses shall become a matter of public record at public opening. The University accepts no responsibility for maintaining confidentiality of any information submitted with bid response whether labeled confidential or not.

BIDS DUE

Bidders shall be responsible for the timely delivery of the bid by the ITB return deadline. Bids received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Bid response may be withdrawn by the Bidder upon written or fax request prior to the designated time for return of bids. Withdrawal notification must be by signature and received by the SLU Purchasing Department prior to the designated deadline for return of bids.

DELIVERY OF BIDS

Each bid response shall be time recorded upon its delivery by Purchasing Department personnel. The Bidder or its agent may hand deliver the bid and the deliverer should request a written receipt of its delivery. Or the Bidder may deliver the bid by an express carrier securing the signature of the person accepting delivery. Or the Bidder may mail the bid by registered or certified mail return receipt requested.

The address for mailing bids: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402

For hand delivered or express bids: Southeastern Louisiana University
Purchasing Department
Property Control & Supply Building
North Oak Street Maintenance Complex
Hammond, Louisiana

BIDDER INQUIRIES

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Director of Purchasing in addendum form, shall be considered as valid. Telephone inquiries are discouraged. Inquiries concerning the administrative requirements of the ITB shall be submitted in writing and faxed to the Director of Purchasing.

Inquiries concerning the performance requirements of the ITB shall be submitted in writing and faxed to the Contract Coordinator with a copy faxed to the Director of Purchasing.

Inquiries shall be in written form and signed by the inquirer, and received no later than the time and date designated herein. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addendum to all known to have received a complete set of documents.

AVAILABILITY OF FUNDS

Contract award shall be contingent upon the availability of funds to fulfill the requirements of the solicitation. The University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid response.

BID COST INCURRED

This solicitation does not commit the University to award a contract and the University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid.

BID GUARANTY

When specified elsewhere in the solicitation (bid response form), a bid bond, cashier's check, or certified check, made payable to Southeastern Louisiana University, for the amount specified, must accompany the bid response.

The bid guaranty shall be subject to forfeiture for failure on the part of the successful Bidder (a) to satisfy any bid requirements, or (b) to furnish any required performance guaranty or insurance verifications, or (c) to execute the contract within the time stipulated after official notification is made by the University.

The University shall have the right to retain the bid guaranty of all Bidders until either (a) the successful Bidder has satisfied all ITB requirements and the contract has been executed, or (b) all bids have been rejected. Only bid guarantees in check form will be returned to Bidders.

PERFORMANCE BOND

When specified elsewhere in the solicitation (bid response form), the successful Bidder shall furnish a Performance Bond in accordance with requirements outlined within ten (10) calendar days of official written notice (Notification of Award). Performance bond shall be made payable to Southeastern Louisiana University in the amount specified. If the contract is extended, then the performance bond may be required to be renewed for each successive contract term in force.

The bonds shall secure for the University the prompt and faithful performance of the Contractor in strict accordance with the contract.

QUALIFICATION OF BIDDER

The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the services. The Bidder shall furnish all information and data for this purpose as the University may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

TAXES

The Bidder shall include in his bid price all federal, state and local taxes of all kinds applicable to the performance of the contract. The University is currently exempt from State Sales and Use Tax and from parish and city taxes.

BID AWARD

The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid.

The lowest responsible and responsive Bidder will be determined by the bid prices for parts A and B. The Bidder should be relatively competitive in relation to other Bidder prices.

BID PRICES

The prices bid shall be firm to cover all labor, materials, services, supervision, bonds, insurance, transportation and any other costs necessary to execute the designated security services in full conformity with the Invitation to Bid. Prices shall include any applicable Federal, State, Parish, Municipal or other taxes.

BID PRICES REQUIRED

PART A. – Furnish bid price for non-supervisory security personnel for special events. These positions must be independent of positions in Part B.

PART B. – Furnish bid price for supervisory security personnel for special events. These positions must be independent of positions in Part A.

STANDARD TERMS & CONDITIONS

ACCESS TO RECORDS

The Contractor agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor related to this solicitation and any resulting contract.

ACCIDENTS

The Contractor agrees that in the event of any accident of any kind and degree, the Contractor will immediately notify the University Police Department (985-549-2222) and thereafter furnish a full written report of such accident.

ASSIGNMENT

The contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed. Any attempted assignment under the contract shall be void and of no effect.

CONTRACT AGREEMENT

The Contract, and any properly executed amendment thereto, the Invitation to Bid, the Contractor's bid response and the Contractor's performance guarantees shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

The Contractor shall execute a contract with the University, in the form prescribed herein by the University, no later than the expiration period for furnishing verification of insurance coverage.

The Contract shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the Contract.

CONTRACT EXTENSION

Based upon the mutual agreement of the successful Bidder and Southeastern Louisiana University, this contract may be extended for four (4) additional twelve (12) month periods (August through July) at the same prices and terms.

"The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature at all times. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract, the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated."

Written request for price changes after the initial or any subsequent renewal period must be in writing to the Purchasing Department. Any increase will be based on vendor's actual cost increase, as shown in written documentation. All requests for a price increase shall not constitute an increase in profit, and must contain data establishing or supporting an uncontrolled government or consumer price index increase as outlined hereafter.

Uncontrolled Tax Increase. In the event of a change in Social Security Administration taxes or federal or state unemployment taxes, or the imposition of additional federal, state or local payroll taxes applicable to Vendor in connection with those concerned employees under the contract, the labor cost portion of the

monthly, annual or other applicable amount will be adjusted based on actual documented changes in costs for concerned employees under the contract. In the event of a change in the federal, state or local minimum wage rates, applicable to Vendor with concerned employees under the contract, the labor cost portion of the monthly, annual or other applicable amount will be adjusted based on actual documented changes in minimum wage rates for those concerned employees under the contract. Any such adjustment will be effective beginning on the later of (1) the date such cost changes went into effect, or (2) the date Vendor notified University of the change.

Consumer Price Index Increase: If University elects to renew the Agreement beyond the Initial Term or any subsequent Renewal Term, the contract renewal will allow for a monthly, annual or other applicable amount increase not to exceed the percentage by which the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, All Urban Consumers, U.S. City Average, All Items ("CPI-U"), Not Seasonally Adjusted, listed for the preceding year's annual percent change. If the applicable CPI-U decreases, then the monthly, annual or other applicable amount for the additional Renewal Term will remain the same without increase or decrease in prices.

COPYRIGHTS AND PATENTS

The Contractor shall indemnify and hold harmless the State, the University, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract of which Contractor is not the patentee, assignee, or licensee.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall be an equal employment opportunity employer. The Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, or sex in any manner prohibited by law.

FORCE MAJEURE

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the contract.

GOVERNING LAW

The contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the contract or the validity or enforceability of the contract.

INDEMNIFICATION AGREEMENT (HOLD HARMLESS)

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs,

expense and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

INDEPENDENT CONTRACTOR

All of the Contractor's employees furnishing or performing services under the contract shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the University. The Contractor shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the Contractor with respect to third parties shall be binding on the University.

INSPECTION OF FACILITIES

The Contractor should visit the site of the proposed service, inspect the site, utilities, equipment, and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed service. No additional allowance shall be granted to any Contractor because of lack of knowledge of conditions.

INSURANCE

The Contractor shall procure and maintain for the duration of the Work insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. See specific requirements regarding insurance elsewhere in the ITB.

The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the University.

KEYS

The Contractor shall be responsible for all keys issued to him. Keys shall not be left in locks and shall not be used to admit anyone except designated authorized personnel on the specified dates of the contract.

In the event of loss of any keys, the Contractor shall reimburse the University in whole or in part to correct any breach of security in the facility or facilities. The University reserves the right to hold or deduct any costs from payments due the Contractor to insure reimbursement for the security breach caused thereby.

LAWS

The Contractor shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the contract.

The Contractor shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

LIENS

The Contractor shall at all times keep the University free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment purchased) by the Contractor pursuant to the terms of the contract. If any such lien shall at any time be filed against the University's premises in connection with the contract and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the University may, without prejudice to any right or remedy available to the University, contact the surety or insurance company furnishing the performance guaranty and demand the lien be removed or discharged (by payment or bond or otherwise). The Contractor and its surety or insurance company shall be held liable for all costs and expenses (including attorney's fees) incurred by the University in resolving said lien.

NON-EXCLUSIVE AGREEMENT

The University reserves the right to purchase or receive services within the scope of the contract determined by the University to be within its best interests.

NOTICES

Any notice required under the contract shall be in writing and may either be given by personal delivery or sent by registered or certified mail to the other party. Notification to the Contractor shall be to the last known address on file with the University, unless otherwise amended in the contract. Notification to the University shall be to Southeastern Louisiana University, Purchasing Department, SLU 800, Hammond, LA 70402.

PAYMENT

As work progresses, the Contractor shall render invoices based upon the amount of service completed at the end of each event. An original invoice and one duplicate should be forwarded to the University's Controller's Office by the 30/31st of each month. Stated contract work completed shall be subject to the review of the University Police Department's Assistant Director for Business Operations and forwarded to the appropriate University Department for payment processing. Payment shall be by check and payment will be mailed by the University Controller's Office during the following month.

PERMITS AND LICENSES

The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the contract, and the Contractor shall post or display in a prominent place such permits and/or notices as are required by law.

The Contractor is to be a licensed security service provider licensed through the Louisiana State Board of Private Security Examiners. Contractor to provide copy of license.

PERSONNEL

The Contractor agrees that, at all times, the employees of the Contractor furnishing or performing services under the contract shall do so in a proper, workmanlike, and dignified manner.

The University Police Department shall conduct criminal and background checks and the Contractor shall complete drug testing on employees assigned prior to the employees staffing any events at Southeastern. Contractor agrees not to assign any employee with a criminal conviction to work at Southeastern.

The Contractor agrees to send only security personnel to Southeastern who are licensed, registered and meet or exceed qualification requirements set forth by the Louisiana Board of Private Security Examiners and LA R.S. 37:3276 & 46:4(401).

PRESENCE ON UNIVERSITY PREMISES

The Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the University's premises shall obey all University policies, police security measures and vehicle regulations that are established by the University and shall comply with the reasonable directives of its University representatives and University Police Officers.

The Contractor agrees that Southeastern will issue an adequate number of event day parking passes in a designated area for the purposes of parking during working hours only.

The Contractor shall be responsible for the acts of its agents and employees while on the University's premises. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the University's premises.

The Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its agents or employees. The Contractor shall promptly repair, to the specifications of the University's Physical Plant Department, any damage that the Contractor, its agents or employees, may cause to the University's premises or equipment.

The Contractor shall not allow any party under 18 years of age or any party that is not on the Contractor's payroll in any facility at anytime.

PUBLICITY

The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that the Contractor is providing services to the University without the express written approval of the Director of Purchasing, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the University on its routine client list for matters of reference.

SAFETY

The Contractor, its agents and employees shall practice safe work habits. The Contractor is to provide training to their security officers which specifically addresses CPR/Basic First Aid, Recognizing Dangerous Substances/Devices, Identifying Security Threats, Legal Authority & Limitation Issues, Dealing with Threatening Persons, Circumventing Security Measures, Crowd Management, Security Communication, Emergency Response, Basic Terrorism Awareness, Incident Command – Basic, Sports Event Risk Management – Basic. The Contractor shall ensure that all employees complete Clery Act Campus Security Authority Training with the University Police Department each August and/or upon hire of any new employees throughout the term of this contract.

SECURITY

The University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the Contractor, employees or agents, which may be brought or stored on the University campus.

STANDARD OF PERFORMANCE

The Contractor agrees to perform the services specified under the contract with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

SUPERVISION

The Contractor shall provide, at all times, adequate and expert supervision for its agents and employees in the areas under the contract.

SURVIVAL

The terms, conditions and representations contained in the contract shall survive the termination or expiration of the contract.

TAXES

The Contractor shall pay when due all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.

TERMINATION

If, because of reasons beyond the control of the University (e.g. fire, legislative funding), business operation in any or all of the facilities of the University are interrupted or stopped, then the University shall have the right to terminate or suspend the contract immediately by certified written notice without any penalty thereof.

The University may terminate the contract at its convenience upon thirty (30) calendar days written notice at any time during the term of the contract. Any contract cancellation shall be served by registered or certified mail.

The Contractor may terminate the contract at its convenience upon sixty (60) calendar days written notice prior to the end of the contract period. Any contract cancellation shall be served by registered or certified mail.

In the event of a possible termination for cause, if either party breaches any terms or conditions of the contract, the aggrieved party shall give the other party at least ten (10) calendar days written notification of the alleged breach. The aggrieved party shall set forth the alleged breach and demand compliance with the contract. Unless within thirty (30) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has made arrangements to correct the alleged breach, then the aggrieved party may terminate the contract, without prejudice to any right or remedy the aggrieved party may have, by giving written notice. Any contract cancellation shall be served by registered or certified mail.

USE OF UNIVERSITY'S FACILITIES

The Contractor, its agents and employees shall have the right to use only those facilities of the University that are necessary to perform services under the contract and shall have no right of access to any other facility of the University.

SMALL BUSINESS INFORMATION

Notice of Special Programs Available for Small Business:

<https://www.opportunitylouisiana.com/small-business/special-programs-for-small-business>

PIGGY BACK

Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

By submitting a response to this solicitation, the bidder or proposer certifies and agrees that the following information is correct: In preparing its response, the bidder or proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The bidder also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The state reserves the right to reject the response of the bidder or proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

ADDITIONAL REQUIREMENTS

EQUIPMENT AND SUPPLIES TO BE PROVIDED BY CONTRACTOR

The Contractor shall provide at a minimum the following commercial equipment in operating condition for its security personnel: communication radios for each assigned security person and two additional communication radios for University Police Department representatives.

EQUIPMENT AND SUPPLIES TO BE PROVIDED BY THE UNIVERSITY

The University is not responsible for furnishing any equipment or supplies to the Contractor and/or their employees.

MANAGEMENT

The Contractor shall submit, in writing, the name(s) of all personnel assigned to each game at least five (5) business days prior to each event..

PERSONNEL

The University reserves the right to require the Contractor to remove any employee under the contract when the University deems it to be in the University's best interest.

The contractor shall distinguish security personnel by the use of company identified uniforms. Identification clothing shall be consistent in color and worn at all times. Provide all security officers uniforms according to standards set by LA Board of Private Security Examiners to include a uniform shirt, pant, cap, bomber jacket or wind breaker & raincoat.

SCHEDULING OF SERVICES

The Contractor shall perform the services contemplated in this ITB during the assigned times. The Contractor shall meet with the University Police Department representative to work out the shift schedule of employees.

The Contractor shall furnish, in writing, a final shift schedule. This information shall be submitted to the University Police Department representative 5 business days prior to each event.

SUBCONTRACTORS

The Contractor shall perform all portions of the specified Work without the use of subcontractors.

SUPERVISION

The supervisor shall visit with the University Police Department representative or his designated appointee as requested during the duration of this contract.

UNIVERSITY PERSONNEL

The University reserves the right at any time to utilize its own police and/or security personnel or other security contractors.

LICENSED SECURITY PROVIDER

Contractor to provide copy of license with Louisiana State Board of Private Security Examiners.

POLICIES AND RULES

Contractor to become familiar with Southeastern policies and procedures and will enforce all rules. Security personnel must report all reported and suspected crimes on campus to the Southeastern University Police Department immediately.

SPECIFICATIONS

SCOPE

This contract shall include all labor, equipment, service, supervision, and supplies to perform security services for University events.

GENERAL

Security service to be inclusive of the following:

- 1) Security service shall be performed at the specified times on home football game days and Southeastern Commencement ceremonies (specific dates and times of work is to be determined).
- 2) The security supervisor specified in this contract is responsible for ensuring all non-supervisory security personnel are at their post at the scheduled time. In addition, the supervisor is required to ensure all non-supervisory personnel are on-task and remain at their post throughout the duration of their shift.
- 3) The Contractor shall be responsible for staffing all positions at least 5 business days prior to the event. Substitutions of personnel are the responsibility of the supervisor. The supervisor must notify the University Police Liaison of any changes to the submitted schedule as soon as possible.
- 4) The contractor is required to submit a final sheet within 5 business days that contains a list of who worked in the positions contained in this document, arrival and departure times for everyone who worked, and an incident report that includes any and all incidents that occurred during the course of the event.
- 5) In the event of inclement weather, changes to the original schedule for security officers may be subject to change only by the University Police Liaison.
- 6) The contractor is to have the capacity to respond 24 hours a day (answering service is adequate)

STATE OF LOUISIANA

CONTRACT NO. _____

PARISH OF TANGIPAHOA

SAMPLE CONTRACT FOR SECURITY SERVICES

BE IT KNOWN, that SOUTHEASTERN LOUISIANA UNIVERSITY (hereinafter sometimes referred to as "State") and (Contractor's name and legal address)

(hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions:

1.

Contractor hereby agrees to furnish the following services:

2.

In consideration of the services described above, State hereby agrees to pay Contractor the servicing bid prices offered in contractor's bid response for parts A and B. Payment will be made only on the approval of the Contract Coordinator.

3.

Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be said Contractor's obligation and identified under Federal tax identification number, social security number, etc.

4.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the State.

5.

The Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

6.

It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of auditing all accounts of Contractor which relate to this contract.

7.

This contract may be terminated by either party as in accordance with termination provisions outlined in the Invitation to Bid.

8.

This contract shall begin on _____ and shall terminate on _____.

THUS DONE AND SIGNED at Hammond, Louisiana, on the day, month and year executed by the State.

_____	<u>Southeastern Louisiana University</u>
Contractor Name	State Agency
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

The Contractor, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the contract to the University in insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

- A. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the University.

- B. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

The policies are to contain, or be endorsed to contain, that the University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by and on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor.

- C. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

- D. An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written has been given to the University.

Any deductibles or self-insured retentions must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The successful Bidder shall be required to execute the below Indemnification Agreement as part of the ITB Requirements.

INDEMNIFICATION AGREEMENT

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of CONTRACTOR, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by CONTRACTOR as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Contractor Name

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? [] Yes [] No

Contract No. _____ for Southeastern Louisiana University
State Agency Name

PURPOSE OF CONTRACT: Furnish Security Services